

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In re:)	
)	Bankruptcy No. 17-21787 CMB
Rita Shine Bird)	
)	
Debtor (s))	
)	Chapter 13
Rita Shine Bird)	
)	Related to Claim No. 4
Movant(s))	
v.)	Document No.
PNC Bank, National Association)	
)	
Respondent(s))	

OBJECTION TO NOTICE OF MORTGAGE PAYMENT CHANGE

COMES NOW, Rita Shine Bird, by and through their attorneys, Scott R. Lowden, Esquire, and Rice & Associates Law Firm, and object to the Notice of Mortgage Payment Change of the Respondent, as follows:

1. Debtor(s) filed a voluntary petition for relief under chapter 13 of Title 11 of the United States Code.
2. This matter is a core proceeding relative to the debtor's bankruptcy.
3. This Court has jurisdiction over this objection, filed pursuant to 11 USC Section 1305.
4. The Movant has filed a Notice of Mortgage Payment Change dated November 18, 2021. The notice provides for a new total payment in the amount of \$844.99 per month beginning January 1, 2022.
5. The Respondent's Notice of Mortgage Payment Change, attached as Exhibit "A", provides for a new monthly payment for principal and interest in the amount

of \$367.65 plus an escrow amount of \$366.70, along with a prorated shortage payment in the amount of \$110.64, for a total payment in the amount of \$844.99. The debtor's prior mortgage payment was in the amount of \$722.65 per month.

6. The Monthly Insurance Amount has increased from the prior NMPC disbursement in the amount of \$218.50 to \$292.25 for the projected disbursement, along with an increased Monthly Shortage Amount from the prior NMPC disbursement in the amount of \$63.04 to \$110.64 for the projected disbursement, much of which resulted from an anticipated Homeowners' Insurance amount for 01/21 in the amount of \$2,622.00, with the actual disbursement in the amount of \$3,507.00 on 11/20.

7. The debtor has provided Evidence of Insurance through Geico Insurance Agency per the attached "Evidence of Insurance For Policy xxxx2254", Exhibit "B", with an annual premium in the amount of \$5,713.00 effective January 1, 2022, a substantial increase from the prior anticipated disbursement.

8. The debtor has advised counsel that she will not be renewing the policy with Geico Insurance Agency effective for January 1, 2022 since it is unaffordable and has substantially increased each year. The yearly insurance amount appears to have increased from \$2,622 in 2020, to \$3,507 in 2021 and an anticipated \$5713 in 2022. The debtor is currently in the process of searching for insurance that is a reasonable amount in order to reduce the escrow amount of the monthly payment. The debtor is requesting that the creditor provide the amount of Forced Placed Hazard Insurance that would be necessary beginning January 1, 2022 so that she may compare that to policies available on the open market.

9. The Notice of Mortgage Payment Change should be disallowed pending the resolution of the insurance matter, and that a revised Notice should be filed upon resolution.

WHEREFORE, the Debtors request an Order sustaining their Objection to the Notice of Mortgage Payment Change of the Movant, and finding that the Respondent's Notice of Mortgage Payment Change is denied.

Date: December 8, 2021

/s/ Scott R. Lowden
Attorney for Debtor(s)/Movant
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